

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: MAY 19, 2004 Division: TDC

Bulk Item: Yes X No Department:

AGENDA ITEM WORDING:

Approval of an amendment to agreement to exercise option to extend agreement with 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys through to September 30, 2006.

ITEM BACKGROUND:

TDC approved same at their meeting of April 14, 2004.

PREVIOUS REVELANT BOCC ACTION:

BOCC approved original Agreement at their meeting of July 19, 2001.

CONTRACT/AGREEMENT CHANGES:

Exercising option within contract to extend for two (2) additional years

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$1031,300 /yr.

BUDGETED: Yes X No

COST TO COUNTY: \$1031,300 SOURCE OF FUNDS: TDC

REVENUE PRODUCING: Yes X No AMOUNT PER MONTH Year

APPROVED BY: County Atty X OMB/Purchasing *SP* Risk Management X

DIVISION DIRECTOR APPROVAL:

Lynda Stuart
(Lynda Stuart)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # E9

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: 3406 North Roosevelt Contract #
Boulevard Corporation Effective Date: 5/19/04
 Expiration Date:

Contract Purpose/Description:

Approval of an amendment to agreement to exercise option to extend agreement with 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys through to September 30, 2006.

Contract Manager: Maxine Pacini 3523 TDC # 3
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 5/19/04 Agenda Deadline: 5/4/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 2,062,000 Current Year Portion: \$ 0
 Budgeted? Yes ☒ No ☐ Account Codes: SEE ATTACHED CODE SHEET
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4/12/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Puyat</u>	<u>4/12/04</u>
Risk Management	<u>4/13/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Graham</u>	<u>4/13/04</u>
O.M.B./Purchasing	<u>4/13/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>4-15-04</u>
County Attorney	<u>4/5/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Hutton</u>	<u>4/5/04</u>

Comments: The \$1,031,000 number doesn't show up in contract or amendment.

Please note: Commissioners, please refer to Agreement for Executive Office Services dated July 19, 2001. - 3. wherein is stated... for each of the remaining years, under the agreement, County shall pay from tourist development tax funds such amount as are established within the TDC budget approved by the County prior to each fiscal year.

ATTACHMENT

3406 NORTH ROOSEVELT BLVD. CORPORATION D/B/A/ VISIT FLORIDA KEYS

ACCOUNT CODES

115	75035	530340 T55M	203X	530340
115	75035	530340 T55M	205X	530340
116	76007	530340 T56O	236X	530340
116	76007	530480 T56O	239X	530498
116	76035	530340 T56G	250X	530340
116	76065	530340 T56G	218X	530340
116	76065	530340 T56G	219X	530340
116	76065	530340 T56G	099X	530340
116	76065	530340 T56G	221X	530340
117	77003	530340 T57A	236X	530340
118	78003	530340 T58A	236X	530340
119	79003	530340 T59A	236X	530340
120	70003	530340 T50A	236X	530340
121	71003	530304 T51A	236X	530340

AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this ____ day of _____ 2004, between the Board of County Commissioners, Monroe County, Florida (hereinafter referred to as County) and 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys (hereinafter referred to as Provider).

WHEREAS, there was a contract entered into on July 19, 2001, between the parties, awarding an agreement for the provision of services of operating an executive office for tourism promotion; and

WHEREAS, County and Provider currently have a contractual arrangement for services through September 30, 2004; and

WHEREAS, the agreement provides an option to extend the agreement for an additional two years; and

WHEREAS, it is deemed in the public interest to exercise said option;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. Contract period as outlined in Paragraph 1 shall be extended to September 30, 2006.
2. The remaining provisions of the contract dated July 19, 2001, not inconsistent herewith, remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

3406 North Roosevelt Boulevard Corporation

President

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY
COMMISSIONERS OF
MONROE COUNTY, FLORIDA

Deputy Clerk

Mayor/Chairman

COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

4/05/04

**AGREEMENT FOR EXECUTIVE OFFICE SERVICES
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL**

THIS AGREEMENT, made this 19th day of JULY, 2001, by and between the Board of County Commissioners of Monroe County, Florida (hereinafter referred to as County) and the 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys (hereinafter referred to as Provider), a corporation incorporated in the State of Florida.

WHEREAS, the County is authorized to contract for the provision of services of operating an executive office for tourism promotion;

WHEREAS, Provider was created for the purpose of continuity in the provision of said services;
and

WHEREAS, Provider has satisfactorily provided such services for nine years; and

WHEREAS, the Board of Directors of the Provider constitutes the Monroe County Tourist Development Council (hereinafter referred to as TDC) members; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Contract Period: This agreement is for the period commencing October 1, 2001 through September 30, 2004, unless earlier terminated pursuant to paragraphs 9, 10 or 12 below. County shall not be obligated to pay for any services by Provider after the effective date of termination. The County has an option to extend this contract for an additional (2) year period beyond the initial award period, upon agreement of both parties.
2. Scope of Services: The Provider shall provide the work plan and services described in detail in Exhibit A, attached hereto and incorporated herein by reference. The Provider shall provide competent personnel necessary to perform this agreement and shall be wholly responsible for the successful completion of services required under this agreement.
3. Payment:
 - A) County shall pay from tourist development tax funds, an amount not to exceed eight hundred and fifty-four thousand dollars (\$854,000) for the contract year ending September 30, 2002. For each of the remaining years, under the agreement, County shall pay from tourist development tax funds such amounts as are established within the TDC budget approved by the County prior to each fiscal year. The budget for period ending September 30, 2002 is attached hereto as Exhibit B and incorporated herein.
 - B) Payment shall be made as follows:
 - i) Provider shall submit monthly, to the County's finance office, an estimate of payroll costs, including salaries and related fringe benefits, necessary to be paid during the following month. The submitted documentation shall include an accounting for the monies advanced previously for the payroll costs. Payment for the following month's payroll cost will be

remitted to Provider in advance for the corporate employee pay dates provided the request for advance with necessary documentation has been submitted to County's finance department in a timely manner prior to said pay date.

- ii) Provider shall be reimbursed for all reasonable & permissible corporate expenditures reimbursable under County's guidelines and policies as applied to the 3406 North Roosevelt Boulevard Corporation. Provider may submit bills for reimbursable expenditures to the County's finance office to be paid directly from County to any payee entitled to said reimbursement.

4. Records – Access and Audits: The Provider shall maintain adequate and complete records to justify all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this agreement. The County shall have access to such books, records, and documents concerning the contracted services. The access to and inspection of such books, records, and documents by the TDC or County shall occur any reasonable time. Provider understands that it shall be responsible for any and all audit exceptions identified by TDC or County. Any current or subsequent contract awards will be offset by the amount of any audit exceptions.

5. Personnel/Principals:

- A) The Provider acknowledges that a major reason for its selection by the County to perform the services described in this agreement is the qualification and experience of the principal personnel that Provider has represented will be responsible therefor. The Provider therefore agrees that the directors and officers shall be primarily responsible for the performance of this agreement.
- B) The Provider may employ such personnel as are necessary to provide the services, including that of Film Industry Liaison, subject to availability of funding by County. The Provider may establish employee contracts for principal personnel. Provider agrees to provide documentation or evidence of the actual amounts of time expended by said personnel upon request from County.
- C) Should any material change in the directors and officers of the Provider occur during the term of this agreement, the County may require for the Provider, as newly constituted, to provide such documentation of ability of new principals to continue to perform this agreement. Such assurances of ability to perform shall include, but not be limited to histories of related experience of directors and officers.

6. Offices: County shall provide such premises, equipment and supplies as are required for the day to day operation of the executive office pursuant to County policy and guidelines. As of the commencement of this agreement, said premises, equipment, and existing supplies are located at 1201 White Street, Suite 102, Key West, Florida. All additional procurement for use by the executive office shall comply with all statutes, ordinances, rules and regulations governing such procurement by the County.

7. Independent Contractor Relationship: The Provider, is and shall be, in the performance of all works, services, and activities under this agreement, an independent contractor and not an employee, agent or servant of the County. The Provider shall exercise control, direction, and supervision over the means and manner and personnel in which it and its employees perform the work. In all respects, the Provider's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. Moreover, the Provider shall have no authority whatsoever to act on behalf and/or as agent for the County in any promise, agreement, or representation other than specifically provided for in this agreement. The County shall at no time be legally responsible for any negligence on the part of said provider, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

8. Modification: Additions to, modification to, or deletions from the Scope of Work and/or costs of work set forth in this agreement may be made only by amendment to this agreement which must be approved in writing by the County. No modification shall become effective without written approval of County.

9. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the County reserves the right at its discretion to terminate the services in this agreement for misfeasance, malfeasance, or nonperformance of the agreement terms of negligent performance of the agreement terms by Provider. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar the County from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

10. Termination: Termination of this agreement shall occur at the natural ending date, or earlier should County determine that there has occurred any material breach of any covenants herein contained, a change in organization of either Provider or TDC occurs or the source of funds be exhausted, eliminated or otherwise cease, or the County otherwise deems it is in the best interest of the County to terminate. Termination may be with or without cause.

- A) In the event that funds are partially reduced, the parties hereto shall negotiate the terms of this agreement. If no agreement can be reached within sixty (60) days of notice of reduction of funds, this agreement may be terminated at the County's option upon written notification to the Provider.
- B) In the event County terminates for breach of contract, termination shall be effective immediately or at such time as County shall declare in its act to terminate for cause.
- C) In the event County terminates without cause, the termination shall not take effect until at least one hundred and twenty (120) days subsequent to written notice to Provider.

County shall not be obligated to pay for any services or expenses incurred after the effective date of termination except for those expenses incurred to terminate the corporate existence and to file returns and reports required by governmental agencies.

11. Indemnification and Hold Harmless: This Provider will be required to indemnify and hold harmless the County and provide insurance as per Exhibit C.

12. Permits: The Provider shall secure all required permits, and/or licenses necessary for this agreement, subject to reimbursement or direct pay provisions of paragraph 3.

13. Laws and Regulations:

- A) This agreement shall be construed by and governed under the laws of the state of Florida unless in an area of law pre-empted by federal law. Provider agrees that the venue of any dispute to lie in Monroe County, Florida.
- B) Provider shall comply with all laws including but not limited to those listed in Exhibit D.
- C) The Provider shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age or national origin in the performance of work under this agreement.
- D) Any violation of said statutes, ordinances, rules, regulations and executive orders shall constitute a material breach of this agreement and shall entitle the County to terminate this agreement immediately upon delivery of written notice to the Provider.

14. Taxes: The County is exempt from federal, excise and state of Florida sales tax.

15. Finance Charges: The County will not be responsible for any finance charges.

16. Severability: If any provision of this agreement shall be held in a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement, of the application of such provision other than those as to which it is invalid or unenforceable, shall be affected thereby; and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
17. Force Majeure: The Provider shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its sub-providers or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made nor not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought, or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the Provider has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this agreement. The Provider shall notify the County of any delay or failure to perform within five (5) days of such action. Upon demand of County, the Provider must furnish evidence of the causes of such delay or failure.
18. Assignment: Provider shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this agreement or any estate created by this agreement or any interest in any portion of same, or permit any other person or persons, company or corporation to perform services under this agreement without first obtaining the written consent of the County. In the event of such consent, this agreement shall be binding upon the Provider's successors or assigns.
19. Disclosure: The Provider shall be required to list any or all potential conflicts of interest, as defined by Florida Statute 112 and Monroe County Ethics Ordinance. The Provider shall disclose to the County all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the TDC or County.
20. Additional Conditions: The Provider agrees to accept additional conditions governing the use of funds or performance of work as may be required by federal, state or local statute, ordinance or regulation or by other policy adopted by County. Such additional conditions shall not become effective until Provider has been notified in writing and no such additional conditions shall be imposed retroactively.
21. Independent Professional Judgement: Provider shall at all times exercise independent professional judgement and shall assume full responsibility for the service to be provided and work to be completed.

22. Care of Property: The Provider shall be responsible to the TDC and County for the safekeeping and proper use of the property entrusted to Provider's care, and to process all documents necessary to continue, without interruptions, any maintenance or service contracts relating to such equipment for its service life.

23. Ethics Clause: The Provider warrants that it has not employed, retained or otherwise had act on its behalf any former county officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any TDC or County officer or employee in violation of Section 3 of Ordinance 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former TDC or County officer or employee.

24. Notice: Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage prepaid by certified mail, return receipt required, to the other party as follows:

To Provider:

3406 North Roosevelt Boulevard Corporation
1201 White St., Suite 102
Key West, Florida 33040

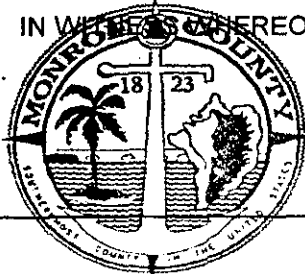
To TDC or County:

County Attorney
P. O. Box 1026
520 Whitehead St., 3rd Floor
Key West, Florida 33040

25. Time: Time shall be of the essence as to this agreement.

26. Full Agreement: This agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set for herein and in duly executed amendment under paragraph 8 hereof.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.



3406 North Roosevelt Boulevard Corporation

by: Michael D. Regan
President

(SEAL) DANNY L. KOLHAGE, Clerk Monroe County Board of County Commission

Daniel C. DeSantis, D.C. Clerk
George L. Hargat Mayor/Chairman

Approved as to form and legal sufficiency:

Date: 6/14/01
BY Suzanne A. Hutton
DATE 6/14/01

EXHIBIT A

SCOPE OF SERVICES

1. Administration, maintenance and supervision of full-time office located in Key West, Florida, and used exclusively for activities of the Monroe County Tourist Development Council, an advisory board to the County. Regular hours of business shall be from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by County. Provider shall provide a full staff for executive services of TDC business and shall keep the executive office open to the public and County during said hours.
2. Carry out the policies, procedures and programs established by the TDC under the guidance of the governing board of the County.
3. Promote Monroe County tourism in domestic and international markets within all marketing efforts of authorized uses of revenue pursuant to Florida Statutes and Monroe County ordinances.
4. Supervise all marketing including advertising, public relations, sales, website promotions and market research responsibilities for the TDC.
5. Develop and implement annual marketing plan.
6. Develop, present and implement annual TDC budget in accordance with Florida Statutes and Monroe County ordinances.
7. Prepare and maintain TDC documents, records and reports required by TDC and/or County.
8. Maintain the existing policy and procedure service manual, update as required by TDC and County directives, and adhere to the provision of said manual.

9. The placement of public notices required for all meetings of the Tourist Development Council, District Advisory Committees and all other committees of both; preparing and delivering to designated recipients agenda packets for said meetings; attending, recording, and transcribing minutes of all such public meetings.
10. Develop and coordinate with any sub-contractors or agencies of record as it relates to agreements for the TDC and/or County.
11. Develop and coordinate appropriate request for proposals/bids and agreements on event funding and capital projects funding on behalf of the TDC and County.
12. Assist coordination and communication between and among the District Advisory Committees
13. Provide to TDC and County all financial information available regarding requests for advertising, marketing, public relations and event expenditures.
14. Coordinate public notice of District Advisory Committee member vacancies, receipt of applications, distribution to nomination committee and subsequent approval by the TDC or County as applicable.
15. Maintain all appropriate insurances required by County and maintenance of corporation fees and tax returns.
16. Produce an annual report for the TDC and the County.

EXHIBIT B

ADMINISTRATIVE BUDGET

Salaries & related costs	\$709,000
Insurance & related corporate costs*	<u>\$145,000</u>
	\$854,000

- * accounting fees**
- legal fees**
- annual corporate fees**
- bank charges**
- medical/dental insurance**
- worker's compensation**
- general liability & content insurance**
- directors & officers insurance**
- professional liability insurance**
- auto insurance**
- office supplies & equipment not covered under purchase orders**
- travel expenses: airfare, miscellaneous advance travel costs**
- familiarization (FAM) related costs not covered under purchase orders**
- sales missions and promotion costs not covered under purchase orders**
- educational classes/seminars/workshops to develop & advance work**
- related skills**
- training and educational aids**
- cash on delivery (COD) items/postage due**
- sales related purchases i.e. books, mementos, bags, etc.**

EXHIBIT C**MONROE COUNTY, FLORIDA****INSURANCE GUIDE
TO
CONTRACT ADMINISTRATION****General Insurance Requirements
for
Suppliers of Goods or Services**

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Vendor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Vendor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Vendor. As an alternative, the Vendor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Vendor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Vendor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Vendor's failure to provide satisfactory evidence.

The Vendor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Vendor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Vendor's failure to maintain the required insurance.

The Vendor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Vendor's insurance shall not be construed as relieving the Vendor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

MONROE COUNTY, FLORIDA
INSURANCE GUIDE
TO
CONTRACT ADMINISTRATION
Indemnification and Hold Harmless
for
Suppliers of Goods and Services

The Vendor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Vendor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of The Vendor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Vendor's failure to purchase or maintain the required insurance, the Vendor shall indemnify the County from any and all increased expenses resulting from such delay.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

**\$ 50,000 per Person
\$100,000 per Occurrence
\$ 25,000 Property Damage**

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

**\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee**

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

EXHIBIT D

Provider shall comply with all laws, including but not limited to:

- (1) The National Environmental Policy Act of 1969 (42 U.S.C. s. 4321 et seq.) and 24 C.F.R. Part 59;
- (2) Executive Order 11988, Floodplain Management;
- (3) Executive Order 11990, Protection of Wetlands;
- (4) The Endangered Species Act of 1973, as amended (16 U.S.C. s. 1531 et seq.);
- (5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. s 661 et seq.);
- (6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U. S. C. s 1271 et seq.);
- (7) The Safe Drinking Water Act of 1974, as amended (42 U. S. C. s 300f et seq.);
- (8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. s 4831 (b) et seq.);
- (9) The Clean Air Act of 1970, as amended (42 U.S.C. s. 7401 et seq.);
- (10) The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. s 1251 et seq.);
- (11) The Clean Water Act of 1977 (Public Law 95-217);
- (12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. s. 6901 et seq.);
- (13) Noise Abatement and Control: Departmental Policy Implementation Responsibilities, and Standards, 24 C.F.R. Part 52, Subpart B;
- (14) Flood Disaster Protection Act of 1973, P.L. 93-234;
- (15) Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
- (16) Coastal Zone Management Act of 1972, P.L. 92-583;
- (17) Executive Order 11593, "Protection and Enhancement of The Cultural Environment";
- (18) Architectural and Construction Standards;
- (19) Architectural Barriers Act of 1968, 42 U.S.C. 4151;
- (20) Executive Order 11296, relating to evaluation of flood hazards;
- (21) Executive Order 11288, relating to the prevention, control and abatement of water pollution;
- (22) Cost-Effective Energy Conservation Standards, 24 C.F.R. Part 39;
- (23) Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882;
- (24) Section 319 of Public Law 101-121, as provided in the "Government wide Guidance for New Restrictions on Lobbying: Interim Final Guidance" published in the December 20, 1989 Federal Register, which prohibits recipients of federal contracts or grants from using appropriated funds for lobbying in connection with a grant or contract, and requires that each which requests or receives a federal contract or grant, and their sub-recipients, disclose lobbying undertaken with non-federal funds (See attachment D); and
- (25) Executive Order No. 11246 of September.